



| It's about ALL kids.

# Issue Paper

**DATE:**

September 12, 2023

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Simon Kenton High School is seeking to approve a contract with Queen City Transportation for October 27, 2023.

**APPLICABLE BOARD POLICY:**

01.01 Legal Status of Board

**HISTORY/BACKGROUND:**

The Simon Kenton High School football team has a game scheduled at Ashland Paul Blazer High School on Friday October 27, 2023. The trip will take approximately 2.5 hours and KCSD buses would not be available for an early departure time.

**FISCAL/BUDGETARY IMPACT:**

Simon Kenton Sideline Booster group will cover cost of charter bus.

**RECOMMENDATION:**

Approval for Simon Kenton High School to enter into contract with Queen City Transportation for October 27, 2023.

**CONTACT PERSON:**

Troy Robertson

Principal/Administrator

District Administrator

Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

# Trip Quote and Confirmation



Trip #: 58903  
Trip Date: 27-Oct-2023  
Group: Simon Kenton HS to  
Ashland KY

Quotes are based on information given at the time of booking. Additional charges may be incurred upon receipt of your final itinerary or if you have exceeded the hours or mileage estimated after your charter returns. Changes in itineraries should be reported to us as soon as possible. Client is responsible for all parking, toll fees, and permits unless indicated in the quote. **Quote is valid for 7 business days.**

**Where specific service agreements are in effect between us, that agreement will supersede these Terms and Conditions.**

**The deposit must be received within 5 business days of booking.** The balance is due 15 days prior to the trip. Charter is subject to cancellation if payment in full is not received 15 days before trip.

Driver Assignments cannot always be guaranteed.

\_\_\_\_\_  
Customer Initials

## TERMS AND CONDITIONS

### USE OF OR PAYMENT FOR THE SERVICES SHALL BE DEEMED ACCEPTANCE OF THESE TERMS AND CONDITIONS.

**SERVICE:** Performance of the Services detailed in this Agreement is contingent upon the Carrier's ability to furnish the vehicle and perform the Services. Carrier reserves the right to lease the vehicle from other carriers or subcontract services in order to fulfill this Agreement. Carrier will follow the written itinerary, however, exact departure and arrival times are not guaranteed. Carrier will abide by federal, state, and local regulations as applicable. Customer shall bear all out-of-pocket expenses including parking expenses, tolls and park entrance fees at the time of Service.

**ADDITIONAL CHARGES:** The Customer shall be responsible for all hotel rooms, parking expenses, tolls and park entrance fees, and any additional fees incurred by Carrier in performing Services set out in this Agreement, which will be collected post-trip unless otherwise specified in this Agreement. Any changes to the original itinerary requested by Customer within 48 hours of the scheduled trip will be subject to additional fees. Customer authorizes Carrier to bill any of these above referenced additional charges to the credit card used to reserve the Services and Customer agrees to pay all such charges in accordance with the cardmember agreement.

**CANCELLATIONS:** Cancellations made 30 days prior to departure will receive a refund of payments. Any cancellations made 30 to 16 days prior to departure will forfeit the deposit. Trips cancelled within 15 days of departure will be subject to a 50% cancellation fee and trips cancelled within 24 hours of departure will be liable for the total cost of the trip. In the event of inclement weather, clients may reschedule the trip within 12 weeks without any additional charges. Rescheduled trips are subject to availability. If we are unable to reach an agreement on a new date, you will receive 50% refund. In the event of extreme weather conditions, the final decision to execute a trip will be made by our Safety Team. In the event that the Safety Team deems travel unsafe, all efforts will be made to reschedule your trip at an agreed upon date. If that is not possible, we will refund payment.

**RISK OF LOSS:** Carrier is not responsible for the loss, damage, or theft of personal property. Carrier is not responsible for the personal injury of Customers or third parties caused by the negligent intentional, or unintentional acts of the



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Customer, passengers or third parties.

**CUSTOMER RESPONSIBILITIES:** At any time during the charter trip the Carrier, or the operator as the Carrier's representative, reserves the right to refuse to transport any person or persons that Carrier or its representative believes to be in violation Carrier's charter transportation policy, including without limitation adherence to the rules regarding prohibited activities and items set forth in these terms and conditions. Customer further agrees to comply with all applicable laws, rules, regulations and ordinances.

**PROHIBITED ITEMS:** The following items and activities are prohibited at all times on Carrier vehicles:

(a) smoking tobacco or any other substance, or carrying a lighted or smoldering substance in any form; (b) with the exception of peace officers, carrying aboard any weapon; (c) flammable or explosive substances and materials (except for matches and cigarette lighters), such as cooking stoves, propane tanks and other fuels; (d) with the exception of service animals, carrying aboard any animal not housed in an enclosed carrying container; (e) spitting, urinating, or defecating in any part of the vehicle other than the restroom; (f) obstructing any aisle, emergency exit, or stairway of the vehicle, with any package, article, or equipment (e.g., strollers, crates, luggage, etc.); (g) playing any audio or video device or instrument without a personal listening attachment (earphone); (h) littering, discarding, or depositing any trash, debris, or offensive substances in any inappropriate manner (including throwing into, at or from the vehicle); (i) engaging in any violent, tumultuous, or threatening behavior; (j) damaging, writing upon, or otherwise defacing or altering property; (k) making excessive and unnecessary noise, or using profanity; (l) obstructing the free movement of passengers; (m) interfering with the safe operation or movement of a Carrier vehicle or operator in any way, or refusal to abide by instructions from the vehicle operator; (n) engaging in any activity prohibited by Federal, State, County, Municipal, or any other applicable law; (o) entering, exiting, climbing or extending arm, leg or head out of vehicle rear exit door or window unless directed by a Carrier official or in the event of an emergency; (p) refusing to leave any Carrier vehicle after having been ordered to do so by the operator of the vehicle, a security guard, peace officer, or Carrier official or supervisor. Failure to comply with these Carrier's charter transportation policy may result in immediate removal up to suspension of charter transportation privileges. Carrier is not responsible for any passengers who have not boarded the vehicle at the time of departure. Customer must provide their own supervision if required. The Carrier is not responsible for the Customer's failure to provide supervision. Any activity that interferes with the safe operation of the vehicle shall be discontinued immediately. Use of any external signage or decoration requires prior Carrier approval and may be subject to applicable law.

**REPAIRS OR DAMAGE:** The Customer is liable for all damage to the vehicle interior and exterior caused by any of the passengers or incurred during the charter trip, unless the result of driver's negligence. Customer agrees that Carrier will assess additional fees post -trip for biological cleaning services or other services beyond ordinary wear and tear. Customer shall be responsible for replacement costs of any items that cannot be satisfactorily cleaned or repaired.

**INSURANCE:** Carrier shall maintain insurance for General and Auto Liability coverage and for Workers' Compensation coverage. General and Auto Liability insurance shall be maintained to protect Carrier from any claims from damages for personal injury or death, and from damage to property, which may arise from operations of Carrier under this Agreement. The General Liability and Automobile Liability insurance shall each have a single limit of One Million Dollars (\$1,000,000.00). Worker's Compensation Insurance shall be maintained by Customer as required by law to protect the Carrier from claims that arise from its operation under this Agreement.

**HOLD HARMLESS:** The Customer agrees to defend, hold harmless and indemnify the Carrier, and its parent, affiliates, officers, agents, or employees (the "Indemnitees") from and against all claims, damages and expenses (including reasonable attorney's fees) (the "Claims") arising out of or in connection with the negligence or willful misconduct of the Customer or any passengers and relating to or during the performance of the Services provided by Carrier pursuant to this Agreement. Customer, at its own expense and risk, shall defend any legal proceeding in connection with this Agreement



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that may be brought against the Indemnitees on any such Claims and satisfy any judgment that may be rendered against the Indemnitees. In the event that any such proceeding is brought against the Indemnitees, Carrier shall have the right to select and employ counsel to defend such persons and entities and shall have the right to settle any Claims when the Carrier, in its sole discretion, deems such a settlement advisable. The Customer, its agents, employees, representatives, officers and directors shall cooperate in all reasonable manners related to the defense of such Claims.

**FORCE MAJEURE:** Carrier shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, earthquake, war, riot, civil disturbance, terrorism, epidemic, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities, commandeering of the vehicle, materials, products, plants, or facilities by the Government, unexpected vehicle breakdowns or any other occurrence which is beyond the control of the Carrier. Additionally, the Carrier shall not be responsible for any damages which result from any cancellation or delay. In the event of a vehicle breakdown, all efforts will be made to supply a replacement vehicle. If a replacement vehicle is sent and/or Customer refuses a replacement vehicle, no refund is due. If no replacement vehicle is available, refund shall be limited to the amount paid by Customer.

**AS IS WARRANTY:** The vehicle and Services included or otherwise made available to the Customer are provided on an "As Is" and "As Available" basis. Carrier makes no representations or warranties of any kind, express or implied, as to the operation of vehicle and accessories.

**LIMITATION OF LIABILITY:** TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOT WITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CARRIER AND THE CARRIER'S OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND ANY OF THEM, TO THE CUSTOMER AND ANYONE CLAIMING BY, THROUGH OR UNDER THE CUSTOMER, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THE AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE, ERRORS OR OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, OF THE CARRIER AND THE CARRIER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ANY OF THEM, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY THE CARRIER UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, TREBLE CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE REASONABLY FORESEEN SUCH DAMAGES.

**DISPUTE RESOLUTION:** The parties agree to submit any dispute to binding arbitration under the Commercial Rules of the American Arbitration Association. Such arbitration will be held as promptly as possible in Hamilton County, Ohio and will be conducted before a panel of three (3) members. The Carrier and the Customer shall each select one arbitrator, and the third arbitrator shall be selected by agreement of the other two arbitrators so chosen. The decision of a majority of the arbitration panel will be binding on the parties and may be submitted for enforcement to any court of competent jurisdiction. The respective costs and expenses associated with the arbitration shall be borne by each party separately.

**GOVERNING LAW/ENTIRE AGREEMENT:** This Agreement and all of the rights and obligations of the parties hereto shall be construed, interpreted and applied in accordance with the laws of the State of Ohio. This document represents the entire Agreement between the parties. No changes or modifications shall be made to these Terms and Conditions. In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such

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invalid or unenforceable provision had not been included herein.

**HEADINGS:** Headings herein are for convenience only and have no effect in limiting or extending the language of the provisions to which they refer.

**AUTHORIZED CONTACTS:** The Customer identifies the following person(s) as additional authorized contacts as it relates to the itinerary and Services.

Customer Contact Name	Title/Position	Phone	Mobile
Customer Contact Name	Title/Position	Phone	Mobile
Customer Contact Name	Title/Position	Phone	Mobile

Customer's authorized signature below demonstrates full acceptance and acknowledgement of this Agreement.

Authorized Signature	Print Name/Title	Date Signed
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## Thank You for Your Business

# Trip Quote and Confirmation



Trip #: 59036  
Trip Date: 27-Oct-2023  
Group: Simon Kenton HS to  
Ashland KY

**SIMON KENTON HIGH SCHOOL**

11132 MADISON PIKE  
INDEPENDENCE, KY 41051  
Contact: Amy Schmidt

Email: ASchmidt@DREESHOMES.COM

Date Quoted: 25-August-2023

Total Vehicles: 2

Sales Person: Elaine Sheaks

**MC - 56 Pax**

2 x \$1,795.00 = \$3,590.00

Spot Time	27-Oct-2023 1:45 PM	Simon Kenton High School	11132 Madison Pike Independence, KY 41051
Pick Up	27-Oct-2023 2:00 PM	Simon Kenton High School	11132 Madison Pike Independence, KY 41051
Drop Off	27-Oct-2023	Ashland Blazer High School	1500 Blazer Blvd Ashland , KY 41102
Pick Up	27-Oct-2023 10:45 PM	Ashland Blazer High School	1500 Blazer Blvd Ashland , KY 41102
Drop Off	28-Oct-2023 1:30 AM	Simon Kenton High School	11132 Madison Pike Independence, KY 41051

**Total: \$3,590.00**

Deposit Due: \$360.00

Balance Due: \$3,590.00